Illness and Absenteeism Newsletter – February 2020, Edition

Welcome to the latest issue of our newsletter. You have received this monthly newsletter because you either signed up for our electronic newsletter, purchased a copy of our resource manual, or are engaged in the human resource or labour relations field.

This newsletter addresses illness and absenteeism. It is designed to communicate relevant and timely decisions of interest to human resource personnel, union representatives and labour relations practitioners across Canada. It is written by Denny Kells, author of the looseleaf manual Illness and Absenteeism. Information regarding that publication is set forth at the end of this newsletter.

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If you have any questions or suggestions regarding our newsletter, please contact us by emailing denny@illnessandabsenteeism.com.

In this edition you will find:

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A. Featured Case: It was inappropriate for an employer to have terminated an employee who was found to have had an honest yet mistaken belief that she could not return to work because of a certified disability. The appropriate response would have been to deny the employee disability benefits for the period of time that she was off work and unable to prove that she was so ill that she could not return.

In *Telus Inc.*, 2018 CanLII 2378 (CA LA) (Luborsky), the employee had been working at home for approximately six years under the employer's *At Home Agent Program* that extended to call centre employees.

The employee was initially suspended for five days for having deliberately misappropriated company time by engaging in "call avoidance", by delaying call pick-ups and by "que surfing". Call avoidance was said to be the practice of a customer service agent hanging up on a call after only a few rings, with the agent then going to the bottom of the que to await the next call.

The employee was subsequently terminated, approximately one month later, for having failed to report for work due to an alleged stress-related illness that began shortly after her five day suspension. Prior to the termination, the employer had been unsuccessful in its attempts to contact the employee by telephone, by voice mail and by letter couriered to her home. The employee had not provided any documentation supporting her absence from work.

The arbitrator upheld the five day suspension. He found that although many of the employer's allegations underlying the suspension had not been proven, the employer had been able to establish, on a balance of probabilities standard, incidents of call avoidance that were sufficient to justify discipline at the five day level of sanction. Although the employee was at that point showing the beginnings of medical or physical disability, the employee hadn't clearly alerted the employer to such issues.

However, the arbitrator concluded that the termination was improper. He stated that on the evidence as drawn from the employee's extensive cross-examination and the medical documentation filed by the employer, (which medical documentation had been presented to the employer before it had made its decision to terminate the employee), the [employee] was either legitimately ill or certainly believed that she was as supported by her physician's reports and incapable of attending work, which rendered the Company's actions in terminating her employment for alleged 'refusal or neglect to return to work' as unjust in all the circumstances of [the] case."

The arbitrator noted that notwithstanding the employer's entitlement to require the employee to consult with a third party physician appointed by the employer (as a condition of receiving short term disability benefits), the employer had never requested that the employee be examined by a physician of its choice in order to substantiate her claims of being unable to work due to reactive stress/anxiety (or "major affective disorder" as it was also described).

The Practitioner's Assessment Form that was required to be completed to obtain short term disability benefits also authorized the employer to speak directly with the employee's physician in order to clarify or seek additional information concerning the employee's condition. The employer did not make any effort to speak with the employee's physician. The arbitrator commented that the failure to do so, including the failure to explore a third party examination, would have contributed to the employer's view "that the information provided by the employee's physician was insufficient to support a finding of total disability."

The employer had asserted that the employee was not a credible witness. In considering this issue, the arbitrator commented that he placed heavy reliance on contemporaneous records to arrive at his findings of fact:

> … As I reviewed hundreds of pages of witness testimonies, I compared the *viva voce* evidence of the witness with the largely contemporaneous documents in order to reconcile their testimony with that record. And where there were [contradictions] in the testimonies of witnesses with the written records of events compiled at the time, I gave greater weight to the written record in arriving at my findings of fact …, to the extent I determined them to be most aligned with all of the surrounding circumstances on a balance of probabilities standard. This was particularly the case in my consideration of the [employee's] testimony, which I subjected to a test of consistency with the written record presented best in harmony with the events she testified about in the process of arriving at my factual findings.

The arbitrator also commented that it is the subjective belief or mental state of the witness that should be considered in determining if the witness is lying:

> In considering the complexities of credibility, it is the subjective belief or mental state of the witness as revealed by the totality of the evidence that the adjudicator must consider, and conclusions on the witness's subjective beliefs may very well be the difference between a finding that the witness is deliberately lying about events that he or she knows not to be true, from one who has an honest but mistaken belief in a version of reality that does not correspond with the objective facts. While the adjudicator must condemn the first, he or she must understand the second.

The arbitrator stated that there was an "elemental difference in the assessment of credibility" of a witness who is found to have deliberately attempted to mislead, to one who is confused or unreliable about the facts at the time and/or as a result of a relentless interrogation during cross-examination … He stated:

> In assessing credibility to the extent it may be relevant to the issues in dispute, whether any deficiencies in the [employee's] testimony are reflective of her general lack of sincerity in the sense of a deliberate attempt to mislead, which is what the Company apparently seeks to establish in part by its production demand herein, or reveals the discordant workings of an emotionally troubled mind that becomes exacerbated by various levels of stress now arguably on full display after several days of comprehensive, exacting and at

> times relentless cross-examination, which may be consistent with the Union's apparent theory of the [employee's] case, has yet to be determined.

The five day suspension was upheld on the basis that "the measure of discipline imposed … was within an acceptable limit."

In considering whether the employee had been disabled and unable to report to work, the arbitrator commented that the negotiated provisions of the collective agreement and related documentation made it clear that the employer's decision regarding whether the employee was disabled was a decision for the employer to make, but such decision must be made in good faith:

> [Such] decision making authority is not unrestrained…. The Company's determination of whether the employee is entitled to STD benefits is not to be exercised at its whim or unbridled will. In order to give a provision like Appendix B any efficacy, there is a presumption that managerial discretion conferred under the collective agreement shall be exercised in good faith; that all relevant factors must be taken into account; and that no extraneous or irrelevant matters will be considered.

The arbitrator commented that an employee who seeks to use disability or STD benefits bears the initial onus:

> [The employee] must show, on a balance of probabilities standard that he or she is 'totally disabled' with an affliction or injury that reasonably prevents the employee from attending work. The employer is not required to prove that the employee isn't sick or sick enough not to attend work.

The arbitrator adopted the following principles that had been affirmed in the *Ontario Power Generation Inc.* case [unreported award dated January 9, 2015 (Ont. Arb.) (Davie)]:

> First, the onus is on the [employee] to demonstrate that she has an illness preventing her from attending work. Subject to the terms of a collective agreement to the contrary … the bar for establishing such an illness is not a high one, and, at least initially, it is satisfied by a less intrusive revelation that the [employee] has an affliction preventing her from attending work that is not required to include "details of the diagnosis, a treatment plan, or prognosis other than the date that the employee will be able to return to work, with or without modifications."
>
> Second, a medical form of the type required by the Company [certifying that the employee is unable to work] is "*prima facie* proof sufficient to justify the absence." [Where an employee has provided a consent to ask reporting physicians to clarify their opinions regarding fitness to work] or to obtain additional medical information from them, as well as the ability to require the [employee] to submit to a medical examination by a physician of the Company's choice … the Company can't simply turn a blind eye to that ability in rejecting out-of-hand the certified medical opinions of both of the employee's physicians that the [employee] was totally disabled and temporarily unable to attend work.
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> Third, where a dispute arises between the parties on whether the medical evidence supports the [employee's] inability to attend work, [an arbitrator must make his or her] "own assessment of the medical information having regard to the context and all of the relevant circumstances under which the medical information was obtained and provided …

> Fourth, even where there is evidence … that a workplace conflict "is part and parcel of the reason why [the employee] was absent from work on the days for which sick benefits are claimed," that alone is not sufficient to detract from the probative value of the medical certification … The fact that workplace issues and potential discipline caused or contributed to the [employee's diagnosis and inability to work] does not mean that the reported illness and the symptoms are not *bona fide* or incapacitating …

The arbitrator stated that TELUS Health and the employer's management "discounted if not completely ignored the medical evidence because of the circumstances leading to the [employee's] medical claim, and thus wouldn't consider the possibility that the [employee] might have an illness arising out of those circumstances." [An arbitrator] can't simply ignore or discount that medical evidence". He concluded that the medical evidence established that the general conduct of the employer toward the employee at a vulnerable time "was the substantial if not proximate cause of the [employee's] extreme mental pain and suffering as certified by her physicians" …

The arbitrator stated that "holding the role of "gatekeepers" to the STD plan, [the employer and TELUS Health] enjoy a particular trust with employees as well … Part of that trust in properly administering the short term disability plan for the benefit of ill and injured employees is the obligation to ensure that before summarily rejecting an employee's claim because of their view that it does not objectively support a medical condition that is responsible for the employee's absenteeism, is to make reasonable inquiries of the employee's physician that may extend to requiring another medical of the employee in appropriate circumstances. To do otherwise without compelling reasons established by the evidence would, in my opinion, be contrary to the expectation that they would exercise due diligence in the assessment of every claim …"

The arbitrator commented that such expectation was reasonable, particularly where an employer uses a pre-printed form for the doctor to complete, for in such cases, there may be "a great deal of potential miscommunication between the health professional and the benefit provider on what, exactly, the benefit provider is looking for in order to substantiate a claim."

The employee was found to have been terminated while suffering from a recognizable diagnosis of "major affective disorder" for which she was receiving medication and counselling; she was "unfit for work". The arbitrator stated that:

> Any termination of the [employee] under such circumstances under the guise of culpable misconduct is wrongful, a violation of the just cause prescription in the parties' collective agreement and likely a breach of governing human rights legislation, as well.

The arbitrator specifically considered the following question:

> [Was] termination, or any other disciplinary response, … appropriate for an employee who was found to have the honest yet mistaken belief that she or he has a medical disability justifying the employee's absenteeism and that returning to work will actually cause the employee harm. What if the employee has the subjective belief that he or she cannot attend at work because of a disability certified by a physician that is objectively wrong? Instead of terminating the employee when he or she is wrong, isn't the appropriate result to deny the employee disability benefits for the period of time the employee is off work and unable to prove that he or she is ill, or so ill that he or she cannot attend work?

In addressing that question, the arbitrator distinguished this case from others where arbitrators had found that the employee's circumstance did not establish that the employee had an honest belief on reasonable grounds that he could not return to work to perform the duties offered by the employer:

> Here, the factual circumstances [were] very different. … The [employee] "had a reasonable, continuing belief that she could not return to the workplace, consistent with the totality of her [recent behaviour] … and as supported by the medical advice of her physicians, justifying her refusal to report for work as demanded by [her supervisor]. It would only be after some form of credible independent assessment of [her] medical condition supporting the viewpoint of TELUS Health on the matter, that the [employee's] continuing refusal to report for work might pass the line of reasonableness, thereby undermining the honesty of her belief and entitling the Company to take disciplinary action if she didn't return to work afterwards."

The employer failed to demand an independent assessment and instead acted arbitrarily in terminating the employee "on its narrow view that this was really a workplace dispute that should be resolved in the workplace …"

The employee was reinstated, with compensation to make her whole for all losses suffered to the date of her reinstatement.

Decisions regarding the termination of employees who contend that they are unable to return to work because of continuing illness are considered in Chapter 6 of the *Illness and Absenteeism* manual and its supplement.

B. Recent Decisions of General Interest

1. An arbitrator reinstated a Winnipeg firefighter who had been denied a leave of absence because of his lengthy incarceration.

In *Winnipeg (City)*, 2018 CanLII 58462 (MB LA) (Robinson), the employee had been employed as a firefighter and paramedic. After he and his wife separated, his wife obtained a "no-contact" order from the Court. The employee was subsequently arrested for having disobeyed that order. Those and other charges led to his ongoing incarceration.

The employee remained in custody for a number of weeks following his arrest. He subsequently returned to work but was arrested and incarcerated for related offences some seven weeks later. The employer then placed the employee on a leave of absence "due to the exhaustion of his annual leave credits and the inability to use sick leave for his absence due to incarceration."

Several months later, the employer requested that the employee provide written verification of the status of the ongoing court proceedings and his expected date of return to work. He was advised that the Department was not prepared to grant an indefinite leave and that it required the additional information that it had been requesting by a specified date.

The employer was advised that it was impossible to know when the employee could return to work, for he would not be released from jail until after the verdicts had been handed down on the pending charges. The employer was not satisfied, and it scheduled a disciplinary hearing to deal with the issue. Management recommended that the employee's employment be terminated. At that time, management speculated that the matter would not likely be resolved for a further 10 months.

The Deputy Chief upheld the recommendation to terminate on the basis that the employee had now been absent for one year with no anticipated date of return.

The collective agreement did not contain a general leave of absence provision. It did however make reference to other leaves, and the employer acknowledged that it had the power to, and had in fact granted administrative leaves for fairly lengthy periods of time. The employer also acknowledged that in considering such leaves, the employer would be required to act fairly, reasonably and in good faith.

Arbitrator Robinson stated:

> The weight of arbitral authority supports the position that in exercising the discretion to grant or deny an employee's request for a leave of absence, an employer must act reasonably and consider all of the relevant factors and circumstances. This requirement is also applicable to an employee who requests a leave of absence to cover a period of incarceration.

The arbitrator further stated that a comprehensive summary of the state of the reasonableness standard in that context can be found in *Brown & Beatty* at paragraph 7:3120.

Arbitrator Robinson referenced the decision of arbitrator Shime in *Alcan Canada Products*, [1974] O.L.L.A. No. 18 as being the seminal case on the issue. There, arbitrator Shime commented on the necessity of balancing the interests of the employer and the employee:

> It is clear that the employer has an interest in not having production disrupted and in not being unduly inconvenienced due to absenteeism for a jail sentence. While it is understandable that an employee may be excused for absenteeism resulting from illness, the same tolerance may not be forthcoming when an employee is absent because he is serving a jail term. However, the employee has also an interest that is deserving of protection. An employee's service with the Company and a good work record should be entitled to some protection with the result that in each case there must be a balancing of interests in order to determine whether the discharge is for just cause. There is no reason for a Board of Arbitration to consider absence *per se* as a basis for discharge. In this type of situation, the employer's interest in having production free from disruption must be balanced against the employee's work record, the nature of the offence and the duration of the jail sentence.

Arbitrator Shime concluded that there was no basis for the termination, for there was "no evidence whatsoever before the Board by the Company official who decided to terminate [the employee] that the production needs of the Company were considered and that the [employee's] absence caused a disruption in production."

In upholding the employee's grievance, arbitrator Robinson stated:

> … The evidence [did not establish] that the Employer, in exercising the discretion to deny the requested leave and terminating the [employee's] employment, considered whether the [employee's] absence would cause a disruption in operations or if it would otherwise affect the Employer's capacity to provide fire protection to the public. The decision-makers for the Employer did not testify at the hearing and their written decisions do not indicate that they considered the appropriate factors or that they balanced the Employer's interest in having its operations free from disruption against the [employee's] legitimate interest in maintaining employment."

The arbitrator also noted that the employer had testified that overtime had been used approximately 150 times during the employee's authorized absence from work. He rejected overtime as a consideration, for as the employer acknowledged, overtime usage may result from any number of factors. Moreover, there was no evidence that overtime costs or any other financial implications were considered in denying the leave.

Decisions regarding leaves of absence are considered the search for accommodation are considered in Chapter 7 of the *Illness and Absenteeism* manual and its supplement.

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2. A five day suspension for having taken extended lunch and rest breaks was overturned where the employer failed to provide a clear expectation and a meaningful opportunity for the employee to challenge the allegations.

In *Atlantic Packaging Products Ltd.*, 2018 CanLII 10474 (ON LA) (Trachuk), the employee had received a five day suspension for taking extended lunch breaks. A second five day suspension was then imposed 10 ½ months later when the employee violated a provision that prohibited the posting of unauthorized notices on the employer's bulletin boards. Finally, the employee was terminated approximately four months later due to alleged insubordination. All three grievances were heard together. The employer relied on progressive discipline (and a culminating incident) to terminate the employee. All three disciplinary events were grieved.

Although the collective agreement allowed two ten minute rest periods per shift, the evidence established that employees could combine these two rest periods into one lunch break, with the combined break often exceeding 20 minutes. The accepted rationale for not strictly enforcing the 20 minute lunch break was that employees were allowed a few minutes travel time on each side of the break. Employees were also permitted to take other breaks when their machines were running. These included "smoke" breaks, washroom breaks and breaks to travel and purchase a drink from the lunch room. These breaks were not considered part of the 20 minutes allocated under the collective agreement.

The initial five day suspension was set aside. The employee had not been informed of any of the dates and times that he was alleged to have taken an extended break, nor was he asked for any explanations. There was no evidence establishing "that the employees were told how much time they could take and what would be considered too much":

> In those circumstances, if the employer decided that employee lunches were too long, it was incumbent on it to advise employees either that it was going to strictly enforce the breaks in the collective agreement or some other expectation. It would only be appropriate to impose discipline after employees were put on notice of the employer's new expectations and given the opportunity to meet them.

The arbitrator also stated that the employer had failed to provide the employee with a meaningful opportunity to challenge or answer its allegations:

> [The employee] was not provided with the dates and times he was alleged to have taken extended lunch or extra breaks until shortly before the arbitration. By that point, he could not be expected to remember what he was doing on those occasions. The employer could have easily avoided that unfairness by having a real investigation meeting, providing the [employee] with its evidence, and asking him why he was late returning from lunch or why he was in the lunchroom in the afternoon. The managers could also simply have asked him why he was in the lunch room when they saw him there. Saying nothing merely provided support for his understanding that he was allowed to take a break.

The arbitrator concluded that the employer had not demonstrated just cause to discipline the employee because:

> It did not warn him that its rules about lunches and breaks, whatever they were, were going to be strictly enforced and because it did not provide him with a real opportunity to provide an explanation.

The first grievance was allowed.

The arbitrator found that the facts underlying the second five day suspension had been established. However, with the first suspension having been set aside, the employer could not rely on the concept of progressive discipline to justify the second five day penalty. The arbitrator substituted a one day suspension as being appropriate in the circumstances.

While the employee was found to have been insubordinate, the termination was set aside, for:

> The employer had based its decision to terminate the [employee] on progressive discipline and a culminating incident. However for the reasons cited [in the award], the only discipline left [on the record at that point] was the one day suspension [that had been substituted].

The arbitrator then imposed a five day suspension in lieu of the termination. The employee was to be reinstated and was to be reimbursed for all lost pay beyond the total of the six days that he was ultimately suspended.

3. An arbitrator refused to shield an employee's medical records from production. However, in doing so, he reviewed several considerations impacting the disclosure of particularly sensitive medical documents.

In *Greater Essex County School Board*, 2018 CanLII 125958 (ON LA) (White), the employee grieved that the employer had failed to pay the employee sick leave payments that were due pursuant to the provisions of the collective agreement .

The employer sought production of "any and all medical documents of any kind pertaining to the [employee during a specified time period] and for any further time periods in respect of which damages may be claimed." The Union argued that the medical documents were not arguably relevant to the matters in issue. The arbitrator disagreed, stating that once the employee's entitlement to benefits, including matters related to accommodation, had been put in issue, the Employer was entitled to seek production of documents "that are arguably relevant to their determination."

The arbitrator also rejected the employee's assertion that it was incumbent on the employer to identify the deficiencies in the medical certificates already provided by the employee in order for it to be able to advance its demand for production of the documents.

The arbitrator stated:

> Medical documents that are not arguably relevant to the matters in dispute should not be the subject of a production order. [Therefore], ordering production of an [employee's] entire medical file is inappropriate. Accordingly, production [in this case] should be for any and all medical documents that are arguably relevant in these proceedings, and for greater certainty, this shall be deemed to include documentation pertaining to the [employee's] initial and ongoing absence from the workplace together with any restrictions or limitations he may have.

Arbitrator White commented that discretion exists for an arbitrator to implement a process by which he reviews documents for relevance. He stated that in the case of sensitive medical information, the following factors bear consideration:

1. What is the nature of the medical information sought? While all medical information is, by definition, private and personal, it seems to me that certain classes of such information can be said to create inherently greater concerns. Information related to a physical or mental condition that creates, however wrongly, a social stigma creates a greater privacy interest than a medical issue that carries no such stigma.

2. Is the medical condition at issue the product of, or related to, the workplace in any way? To the extent that it is alleged that an employee's medical condition relates to, or is rooted in, the workplace, the employee's privacy interest may be heightened.

3. Does disclosure of the medical information create the potential for future impacts on the employment relationship? Such impacts may include the manner in which the employer and the employee interact in the future or on the employee's relationships with co-workers and third parties dealt with in the course of employment.

4. To what extent, and for what purpose, is the medical information to be shared by the party to whom disclosure is made? As the circle of potential recipients is broadened, the impact on the employee's privacy is increased. Potential recipients include counsel or representatives conducting the arbitration, expert witnesses, non-expert witnesses and organizational representatives. With respect to the latter category, the potential impact created by disclosure to an organizational representative may vary depending on the size of the organization and the role played by the representative within that organization. For example, disclosure of medical information to an employee's direct supervisor is likely to create a different privacy impact than disclosure to a professional in the health and wellness department of a large, multi-site organization.

5. What safeguards can be implemented to ensure that the disclosed information will be used only for the limited purpose for which it has been produced?

6. What mechanism will best accomplish the goal of establishing [an] expedient, efficient and effective disclosure process? To enhance good workplace relationships, the parties involved in a labour arbitration, together with grievors, need to have confidence that the process put in place fairly balances their competing interests in a manner that does not unduly complicate or delay the proceedings.

The arbitrator commented that in the normal course of proceedings, the assessment of what documents may be arguably relevant is, in the first instance, carried out by the counsel or representative of the party providing production to the other side. After considering the foregoing factors, arbitrator White concluded that there was no basis to vary the normal process of production that would take place if he was not involved.

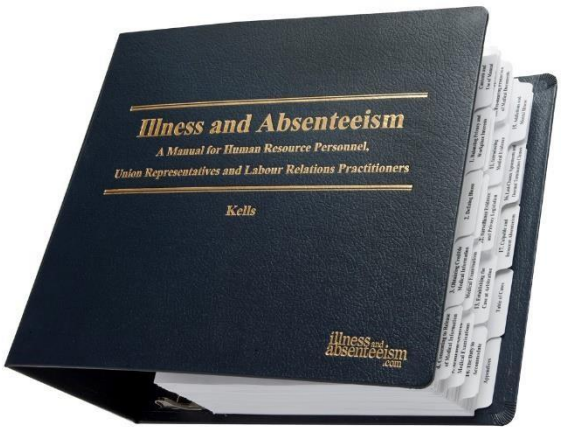
The arbitrator therefore issued an order for production of medical records. Included were provisions dealing with safeguards limiting the use of such information, including non-disclosure, return of the documents at the termination of the proceedings, and issues relating to redaction of material that was not arguably relevant.

Decisions regarding production of an employee's medical documentation are considered in Chapter 10 of the *Illness and Absenteeism* manual and its supplement.

C. Subscriber-Only Manual Supplement for February, 2020

The February, 2020 update of the Manual Supplement is now posted on line. The extensive supplement is available only to subscribers of the *Illness and Absenteeism* manual. It can be accessed at IllnessandAbsenteeism.com using the subscriber's email and assigned password.

About Illness and Absenteeism



Illness and Absenteeism.com is published monthly. It highlights recent cases addressing matters included in *Illness and Absenteeism: A Manual for Human Resource Personnel, Union Representatives and Labour Relations Practitioners*. Both are published by Dunlop Publishers (Canada) Ltd. and both are authored by Denny Kells.

The manual is available as an annual loose leaf subscription. Its unique format identifies each of the governing principles and then provides the reader with discussion and case excerpts that inform the principles. The manual addresses all aspects of illness and absenteeism. It also includes an extensive chapter focusing on the duty to accommodate employees absent because of illness or injury. Included as well are chapters dealing with pre-hearing production of medical documentation, introducing medical evidence at arbitration, arbitrator-ordered medical examinations, overview of federal and provincial privacy legislation (including the Charter, *PIPEDA* and similar statutory provisions), the admissibility of surveillance evidence, establishing the case at arbitration, assessing credibility and weighing conflicting medical opinions, addictions and mental illness, last-chance agreements and deemed termination provisions, culpable or blameworthy absenteeism and circumstances justifying termination for non-culpable or innocent absenteeism. Some chapters are supported by a checklist designed to assist in assessing the workplace issue in the context of the stated principles. To subscribe to the manual or this newsletter, or to review an in-depth table of contents and a sample chapter, go to www.illnessandabsenteeism.com, or [click here].

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The Illness and Absenteeism manual is now being offered for a 90 day trial period. Orders placed by mail or email will not be invoiced until the expiry of that period.

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